

A. G. Contract No. KR94 2286TRN
ECS File No.: JPA 94-156
MC No.: 10120
Project: Joint License Facility
Location: Avondale

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 8 December, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MARICOPA COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

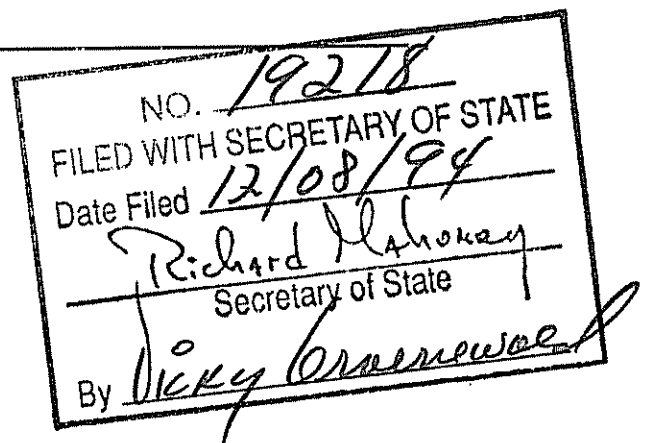
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to establish a joint
office facility to combine state driver and county vehicle
licensing operations in a central location at 950 East Van
Buren Street, Avondale, Arizona, for the benefit and
convenience of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The County will:

a. Provide on a annual lease basis approximatly 1500 square feet (+/-) of interior office space suitable for the conduct of state driver's license functions. Provide exterior space as appropriate for applicant motor vehicle parking testing. At no cost to the State, share common areas such as employee parking, lobby, restrooms and breakroom.

b. Provide janitorial and trash removal services, and be responsible for building and grounds maintenance. Provide customary utility services to include central heating and cooling. Provide appropriate building and grounds security.

c. Provide insurance for fire, and extended coverage; provided, however, that such insurance will not include coverage for personal property, state office equipment, or liability.

d. Review the State's plans for State tenant improvements or minor alterations and provide written approval.

2. The State will:

a. Provide the County plans for tenant improvements or minor alterations for approval. At it's own expense, make tenant improvements to include such things as fixtures, additions, structures or signs, all of which shall remain the property of the State, who, upon termination of this agreement shall restore the property to it's original condition except for ordinary wear and tear.

b. No more often than monthly, pay the County for the use of the premises in the amount of \$888.00 per month, commencing on 19 DEC 94. Such monthly amount may be renegotiated from time to time as the parties hereto agree appropriate, but no more often than annually.

c. Provide all plant, labor, material and equipment to service the motoring public with driver's licensing services.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, or other competent authority; provided, however, that this agreement may only be cancelled by providing at least 60 days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Motor Vehicle Division
PO Box 2100 - Mail Drop 520M
Phoenix, AZ 85001

Maricopa County Auto License
201 West Olympia Drive
Phoenix, AZ 85040

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA

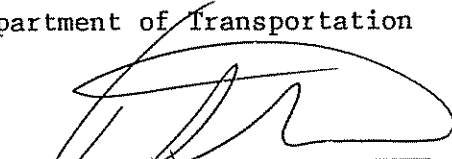
STATE OF ARIZONA

Department of Transportation

By

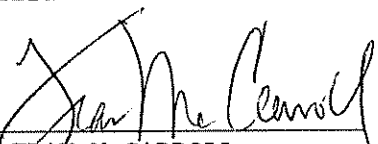

PETE CORPSTEIN, Assessor

By



THOMAS G. SCHMITT, Director
Motor Vehicle Division

ATTEST

By


FRAN MCCARROLL
Clerk of the Board

By


Betty Bayless
Maricopa County Board of Supervisors
Chairman of the Board

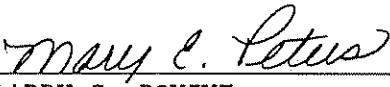
Date

NOV 02 1994

RESOLUTION

BE IT RESOLVED on this 12th day of September 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Motor Vehicle Division, to enter into an agreement with Maricopa County for the purpose of defining responsibilities for the establishment of a joint use facility to service the motoring public with driver's licensing and motor vehicle licensing from a single location in Avondale.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Motor Vehicle Division.



LARRY S. BONINE
Director

COUNTY OF MARICOPA

State of Arizona

Office of the Clerk

State of Arizona)
County of Maricopa)

*I, Fran McCarroll, Clerk of the Board of Supervisors do hereby Certify that the attached is a true and correct excerpt from the minutes of the meeting of the **Board of Supervisors** held November 2, 1994:*

Approve Lease with Arizona Department of Transportation

Motion was made by Supervisor Wilcox, seconded by Supervisor Katsenes and unanimously carried to approve the lease between Maricopa County Auto License and Arizona Department of Transportation, Motor Vehicle Division, to share the Avondale Auto License Office. The purpose of this lease is to share the public lobby, employee's common areas and parking lot with the Avondale Auto License Offices. The Motor Vehicle Division will pay the County \$888 per month. (CS956010) (AL953)



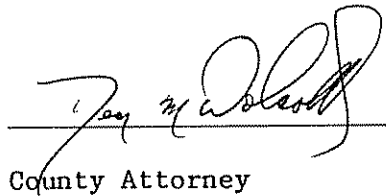
*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Phoenix, the County Seat, on the following day:
November 15, 1994*

Fran McCarroll
Clerk of the Board of Supervisors

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 6 day of October, 1994.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2286-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of December, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G